

SUPPLEMENTAL AGREEMENT NO. 1  
to the  
AGREEMENT FOR ENGINEERING SERVICES DATED 13 SEPTEMBER 2005

between  
WICHITA AIRPORT AUTHORITY  
Party of the First Part, hereinafter called the

"OWNER"

and  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
Party of the Second Part, hereinafter called the

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Engineering Services to be provided by the ENGINEER in conjunction with the Southwest Area Site Development Improvements at Colonel James Jabara Airport, and

WHEREAS, the OWNER now desires to proceed with Construction Phase Services of the existing Agreement in conjunction with constructing the site utilities, paving and landscaping for the Southwest Area Site Development Improvements at Colonel James Jabara Airport, the combination thereof hereinafter called the "PROJECT", and

WHEREAS, ARTICLE IV of the existing Agreement, and Paragraph B provide that the Scope of Services and Payment to the ENGINEER for furnishing Contract Administration Services and Resident Inspection Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the ENGINEER provide Contract Administration Services and Resident Inspection Services for the PROJECT;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## I. SCOPE OF SERVICES

- A. Construction Related Services. As per the Contract Exhibit A, "Scope of Services", Phase III, paragraphs 12, 13 and 14.
- B. Additional Design Services. The following revisions and additional work was performed by PEC at the request of the WAA, primarily as a result of changes in the tenant development concept.
  - 1. Revise plan and profile sheets, contour grading, cross-sections, and intersection detail to move the location of the Access Road from 332 feet to 392 feet south of the Taxiway L centerline.
  - 2. Revise plan and profile sheets, contour grading, cross-sections, and intersection detail to move the location of the Access Road from 392 feet to 368 feet south of Taxiway L centerline.
  - 3. Subsequent to submitting the original design fees, PEC was asked to break the project into two separate sets of bid documents. As a result, additional effort will be required by PEC to complete the Bid Phase services for two projects instead of a single project as was included in the original agreement.

## II. TIME OF SERVICES

- A. ENGINEER shall commence work on the PROJECT following receipt of Authorization to Proceed from the OWNER.
- B. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on substantial completion of the construction by 1 January 2007 with an additional 3 weeks for landscaping in the Spring of 2007. Delivery

of all PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the ENGINEER.

### III. THE OWNER AGREES

- A. To provide a construction office for the ENGINEER's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the ENGINEER in accordance with the provisions of Article IV of this Supplemental Agreement.
- C. That the ENGINEER shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction; that the ENGINEER shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; and that the ENGINEER shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

### IV. PAYMENT PROVISIONS

#### A. CONTRACT ADMINISTRATION & RESIDENT INSPECTION SERVICES

##### 1. Utility Phase

Payment to the ENGINEER for services provided as outlined in Paragraph I.A. shall be generally in accordance with Exhibit A, attached, and shall be on the basis of cost plus a fixed fee for profit of \$3,428.00, which shall be limited to 15% of the Engineer's Direct Labor and Overhead Costs, the total including reimbursables shall not exceed \$28,280.00.

2. Paving Phase

Payment to the ENGINEER for services provided as outlined in Paragraph I.A. shall be generally in accordance with Exhibit A, attached, and shall be on the basis of cost plus a fixed fee for profit of \$2,500.00, which shall be limited to 15% of the Engineer's Direct Labor and Overhead Costs, the total including reimbursables shall not exceed \$21,620.00.

3. Overhead

For the purposes of this agreement, the Engineer's overhead factor shall be fixed at 119.33.

B. ADDITIONAL DESIGN SERVICES

Payment to the ENGINEER for Additional Design services provided as outlined in Paragraph I.B. shall be generally in accordance with Exhibit A, attached, and shall be a lump sum amount of \$6,120.00.

C. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified contract time, the ENGINEER shall be deemed to be performing "Extra Work" and the ENGINEER shall be eligible for additional compensation. Compensation for extra work as herein defined, shall be negotiated by the OWNER.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the ENGINEER outlining the reasons therefore and the probable maximum fee to be expected.

IN WITNESS THEREOF, the OWNER and ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS  
By direction of the Wichita Airport Authority

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: Brent E. Remsberg  
Brent E. Remsberg  
Vice President

By: Gregg K. Greenwood  
Gregg K. Greenwood  
Vice President

APPROVED AS TO FORM FOR CITY OF WICHITA:

By: Gary E. Rebenstorf  
Gary Rebenstorf, Director of Law

Date: 8/17/06

# STAFF HOURS, FEES & EXPENSES

## COLONEL JAMES JABARA AIRPORT

### Construction Phase Services for Southwest Area Site Development Improvements

<u>PHASE</u>	<u>MAN-HOURS</u>	<u>CPFF*</u>	<u>DIRECT EXPENSES</u>	<u>TOTAL</u>
Utility Phase - assume 100 calendar days (50 days on site)				
Administration	66	\$ 4,280.00	\$ 200.00	\$ 4,480.00
Inspection	400	\$22,000.00	\$1,200.00	\$23,200.00
Testing			\$ 600.00	\$ 600.00
		CPFF NOT TO EXCEED TOTAL		\$28,280.00

### Paving Phase - assume 45 calendar days (30 days on site) in 2006 and an additional 21 calendar days in the Spring of 2007 for landscaping

Administration	78	\$ 5,420.00	\$ 200.00	\$ 5,620.00
Inspection	225	\$13,750.00	\$ 750.00	\$14,500.00
Testing			\$1,500.00	\$ 1,500.00
		CPFF NOT TO EXCEED TOTAL		\$21,620.00

\* CPFF based on an Overhead Factor of 119.33 and a Profit of 15%

### Additional Design Services

<u>PHASE</u>	<u>MAN-HOURS</u>	<u>L.S.</u>	<u>EXPENSES</u>	<u>TOTAL</u>
IB1	24	\$1,740.00	0.00	\$1,740.00
IB2	35	\$2,260.00	0.00	\$2,260.00
IB3	34	\$2,120.00	0.00	\$2,120.00
		LUMP SUM TOTAL		\$6,120.00